



T.D.

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No. 040679/1173

Applicant: Masahiro ARAI et al.
Title: SYSTEM AND METHOD FOR CONTROLLING INTAKE AIR BY
VARIABLE VALVE TIMING
Serial No.: 09/727,554
Filed: December 4, 2000
Examiner: J. Corrigan
Art Unit: 3748

TERMINAL DISCLAIMER

Commissioner for Patents
Washington, D.C. 20231

Sir:

Your Petitioner, NISSAN MOTOR CO., LTD., having its principal place of business at 2, Takara-cho, Kanagawa-ku, Yokohama-shi, Kanagawa 221-0023 Japan, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/727,554, filed 12/04/2000, by virtue of an Assignment filed and recorded on 12/04/2000, on Reel/Frame 011320/0683, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent Application No. 09/727,789, filed 12/04/2000, by virtue of an Assignment filed and recorded on 03/19/2001, on Reel/Frame 011604/0962, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, NISSAN MOTOR CO., LTD., hereby disclaims the terminal part of the term of any patent granted on U.S. Patent Application 09/727,554 which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application 09/727,789, and hereby agrees that any patent so granted on U.S. Patent Application 09/727,554 shall be enforceable only for and during such period that the legal title to any patent granted on U.S. Patent Application 09/727,789 shall be the same as the legal title to any patent granted on U.S. Patent Application 09/727,554, this agreement to run with any patent granted on U.S. Patent Application 09/727,554 and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on U.S. Patent Application 09/727,554, prior to the full statutory term of any patent granted on U.S. Patent Application 09/727,789 as defined in 35 U.S.C. §§154-156 and 173, in the event that any patent granted on U.S. Patent Application 09/727,789 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of any patent granted on U.S. Patent Application 09/727,789 as defined in 35 USC §§154-156 and 173, except for the separation of legal title

stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on U.S. Patent Application 09/727,554 that would extend beyond the present termination of any patent granted on U.S. Patent Application 09/727,789, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on U.S. Patent Application 09/727,554 to the extent provided by law.

The undersigned, being the Attorney of Record for U.S. Patent Application 09/727,554, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to U.S. Patent Application 09/727,554 and any patent granted on U.S. Patent Application 09/727,789 rests with Petitioner, NISSAN MOTOR CO., LTD. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Serial No. 09/727,554

Attorney Docket No. 040679/1173

Respectfully submitted,

3/12/02

Date

William J. Schwaab Reg No 26,874

Richard L. Schwaab
Registration No. 25,479

FOLEY & LARDNER
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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 20, 2001

PTAS



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FOLEY & LARDNER
RICHARD L. SCHWAAB
WASHINGTON HARBOUR
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UNITED STATES PATENT AND TRADEMARK OFFICE
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/04/2000

REEL/FRAME: 011320/0683
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ARAI, MASAHIRO

DOC DATE: 11/21/2000

ASSIGNOR:

NAGAISHI, HATSUO

DOC DATE: 11/21/2000

ASSIGNEE:

NISSAN MOTOR CO., LTD.
2, TAKARA-CHO, KANAGAWA-KU,
YOKOHAMA-SHI
KANAGAWA, 221-0023, JAPAN

SERIAL NUMBER: 09727554
PATENT NUMBER:

FILING DATE: 12/04/2000
ISSUE DATE:

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

12-14-2000

Atty. Dkt. No. 040679/1173

FORM PTO-1595 (modified)

(Rev 6-93)

RECOR



:ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101550076

12/04/00

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Masahiro ARAI
Hatsuo NAGAISHI

2. Name and address of receiving party(ies):

NISSAN MOTOR CO., LTD.
2, Takara-cho, Kanagawa-ku
Yokohama-shi
Kanagawa, 221-0023 Japan

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

November 21, 2000

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

November 21,
2000

A. Patent Application Number(s):

B. Patent Number(s):

09/727554

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Richard L. Schwaab
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5109

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Richard L. Schwaab

December 4, 2000

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

12/06/2000 JBALINAN 00000001 09727554

03 FC:581

40.00 OP

ASSIGNMENT

U.S. Rights - Sole or Joint

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and
address of
assignee

NISSAN MOTOR CO., LTD.
2, Takara-cho, Kanagawa-ku, Yokohama-shi,
Kanagawa 221-0023 Japan

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to

title of
invention

SYSTEM AND METHOD FOR CONTROLLING INTAKE AIR BY VARIABLE
VALVE TIMING

as set forth in his/her United States Patent Application

check one

(☒) executed concurrently herewith
() executed on _____
() Serial No. _____ Filed _____

in and to said United States Patent Application including any and all divisions or continuations and Convention applications based in whole or in part on said invention or upon said application, including the right to make applications for Letters Patents throughout the world in respect to the invention and to claim priority under the International Convention for the Protection of Industrial Property, and in and to any and all Letters Patent of any country which may issue on any such application or for said invention, including any and all reissues, reexaminations, or extensions, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not be made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he/she has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he/she has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees that at any time upon request of said ASSIGNEE, its successors, legal representatives or assigns he/she will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him/her relating to said invention or patent application and that he/she will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues, reexaminations, or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of **Foley & Lardner** the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

names and
signatures
of
inventors

Masahiro Arai date 11/21/2000
Name: Masahiro Arai

Hatsuo Nagaishi date 11/21/2000
Name: Hatsuo Nagaishi

Name: _____

Name: _____



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 25, 2001

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101647526A

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RICHARD L. SCHWAAB
WASHINGTON HARBOUR
3000 K STREET, N.W., SUITE 500
WASHINGTON, D.C. 20007-5109

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DOC DATE: 01/20/2001

ASSIGNOR:

NAGAISHI, HATSUO

DOC DATE: 01/23/2001

ASSIGNEE:

NISSAN MOTOR CO., LTD.
2, TAKARA-CHO, KANAGAWA-KU
YOKOHAMA-SHI, KANAGAWA 221-0023

JAPAN

SERIAL NUMBER: 09727789
PATENT NUMBER:

FILING DATE: 12/04/2000
ISSUE DATE:

011604/0962 PAGE 2

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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03-26-2001

Atty. Dkt. No. 040679/1174

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(Rev 6-93)

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Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Masahiro ARAI (January 20, 2001)
Hatsuo NAGAISHI (January 23, 2001)

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

(same as above)

2. Name and address of receiving party(ies):

NISSAN MOTOR CO., LTD.
2, Takara-cho, Kanagawa-ku
Yokohama-shi, Kanagawa 221-0023
Japan

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/727,789

B. Patent Number(s):

Additional numbers attached? YES

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Richard L. Schwaab
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5109

6. Total number of applications/patents involved: 1

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Richard L. Schwaab

Signature

March 19, 2001

Name of person signing

Date

Total number of pages including cover sheet, attachments, and document: 2

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ASSIGNMENT

U.S. Rights - Sole or Joint

P00NM-099US/99-00484

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and
address of
assignee

NISSAN MOTOR CO., LTD.
2, Takara-cho, Kanagawa-ku, Yokohama-shi,
Kanagawa 221-0023 Japan

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to

title of
invention

COORDINATED VALVE TIMING AND THROTTLE CONTROL FOR CONTROLLING
INTAKE AIR

as set forth in his/her United States Patent Application

check one

- () executed concurrently herewith
() executed on _____
(X) Serial No. 09/727,789 Filed December 4, 2000

in and to said United States Patent Application including any and all divisions or continuations and Convention applications based in whole or in part on said invention or upon said application, including the right to make applications for Letters Patents throughout the world in respect to the invention and to claim priority under the International Convention for the Protection of Industrial Property, and in and to any and all Letters Patent of any country which may issue on any such application or for said invention, including any and all reissues, reexaminations, or extensions, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not be made;

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names and
signatures
of
inventors

Masahiro Arai date 1/20/2001
Name: Masahiro Arai

Hatsuo Nagaishi date 1/23/2001
Name: Hatsuo Nagaishi

Name: _____

Name: _____